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6 Attorneys for Defendant
7 DARDEN RESTAURANTS, INC.

8
9 **UNITED STATES DISTRICT COURT**
10 **CENTRAL DISTRICT OF CALIFORNIA**

11 JESUS ALBERTO CACERES, an
individual; CYNTHIA STRAYER, an
12 individual; MELIDA NOVOA, an
individual; LAURIE COX, an
13 individual; ALLISON CARROLL, an
individual; ELIAH LEFFERTS, an
14 individual; TONY DUNN, an
individual; for themselves, and on behalf
15 of all others similarly situated,

16 Plaintiffs,

17 v.

18 DARDEN RESTAURANTS, INC., a
Florida corporation, doing business in
19 California as RED LOBSTER, and
DOES 1 through 52, inclusive,

20 Defendants.
21
22

Case No. CV08-06840 CAS (AGR_x)

**DEFENDANT'S ANSWER TO
FIRST AMENDED COMPLAINT**

Date Filed: September 12, 2008

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1 Defendant Darden Restaurants, Inc. (hereinafter "Defendant"), hereby answers
2 Plaintiffs' First Amended Complaint (the "Complaint") and admits, denies and
3 alleges as follows:

4 **GENERAL ALLEGATIONS**

5 1. With regard to the allegations contained in paragraph 1 of the
6 Complaint, Defendant admits that is was, at all times mentioned in the Complaint, a
7 Florida corporation, and the parent company of its wholly-owned subsidiary GMRI,
8 Inc., dba Red Lobster. Except as specifically admitted, Defendant denies each and
9 every allegation contained in paragraph 1 of the Complaint.

10 2. Defendant denies that Plaintiff Jesus Alberto Caceres ("Caceres") was
11 employed by Defendant from August 1993 to April 2008. Defendant lacks sufficient
12 information with which to admit or deny the rest of the allegations contained in
13 paragraph 2 of the Complaint, and on that ground, denies each and every allegation
14 contained in paragraph 2 of the Complaint.

15 3. Defendant denies that Plaintiff Tony Dunn ("Dunn") was employed by
16 Defendant from October 11, 2002 to April 9, 2008. Defendant lacks sufficient
17 information with which to admit or deny the rest of the allegations contained in
18 paragraph 3 of the Complaint, and on that ground, denies each and every allegation
19 contained in paragraph 3 of the Complaint.

20 4. Defendant denies that Plaintiff Laurie Sue Cox ("Cox") was employed
21 by Defendant from February 5, 2007 to April 6, 2008. Defendant lacks sufficient
22 information with which to admit or deny the rest of the allegations contained in
23 paragraph 4 of the Complaint, and on that ground, denies each and every allegation
24 contained in paragraph 4 of the Complaint.

25 5. Defendant denies that Plaintiff Cynthia Strayer ("Strayer") was
26 employed by Defendant. Defendant lacks sufficient information with which to admit
27 or deny the rest of the allegations contained in paragraph 5 of the Complaint, and on
28 that ground, denies each and every allegation contained in paragraph 5 of the

1 Complaint.

2 6. Defendant denies that Plaintiff Allison Carroll ("Carroll") was
3 employed by Defendant from August 2, 2004 to April 6, 2008. Defendant lacks
4 sufficient information with which to admit or deny the rest of the allegations
5 contained in paragraph 6 of the Complaint, and on that ground, denies each and
6 every allegation contained in paragraph 6 of the Complaint.

7 7. Defendant denies that Plaintiff Melida Novoa ("Novoa") was employed
8 by Defendant from March 6, 2007 to April 7, 2008. Defendant lacks sufficient
9 information with which to admit or deny the rest of the allegations contained in
10 paragraph 7 of the Complaint, and on that ground, denies each and every allegation
11 contained in paragraph 7 of the Complaint.

12 8. Defendant denies that Plaintiff Eliah Lefferts ("Lefferts") was employed
13 by Defendant from May 22, 2006 to April 6, 2008. Defendant lacks sufficient
14 information with which to admit or deny the rest of the allegations contained in
15 paragraph 8 of the Complaint, and on that ground, denies each and every allegation
16 contained in paragraph 8 of the Complaint.

17 9. With regard to the allegations contained in paragraph 9 of the
18 Complaint, Defendant admits that Caceres, Dunn, Cox, Strayer, Carroll, Novoa, and
19 Lefferts refer to themselves collectively throughout the Complaint as Plaintiffs.
20 Except as specifically admitted, Defendant denies each and every allegation
21 contained in paragraph 9 of the Complaint.

22 10. Defendant lacks sufficient information with which to admit or deny the
23 allegations contained in paragraph 10 of the Complaint, and on that ground, denies
24 each and every allegation contained in paragraph 10 of the Complaint.

25 11. Defendant lacks sufficient information with which to admit or deny the
26 allegations contained in paragraph 11 of the Complaint, and on that ground, denies
27 each and every allegation contained in paragraph 11 of the Complaint.

28 12. Defendant lacks sufficient information with which to admit or deny the

1 allegations contained in paragraph 12 of the Complaint, and on that ground, denies
2 each and every allegation contained in paragraph 12 of the Complaint.

3 13. With regard to the allegations contained in paragraph 13 of the
4 Complaint, Defendant admits that Plaintiffs purport to bring this action as a class
5 action seeking unpaid minimum wage compensation pursuant to California *Labor*
6 *Code* Section 1194 and Wage Order No. 5. Except as specifically admitted,
7 Defendant denies each and every allegation contained in paragraph 13 of the
8 Complaint.

9 14. With regard to the allegations contained in paragraph 14 of the
10 Complaint, Defendant admits that Plaintiffs purport to bring this action as a class
11 action pursuant to California *Code of Civil Procedure*, Section 382 on behalf of three
12 classes, as defined in the Complaint. Except as specifically admitted, Defendant
13 denies each and every allegation contained in paragraph 14 of the Complaint.

14 15. With regard to the allegations contained in paragraph 15 of the
15 Complaint, Defendant admits that Plaintiffs purport to bring this action as a class
16 action on behalf of a Sub-Class of the Class, as defined in the Complaint. Except as
17 specifically admitted, Defendant denies each and every allegation contained in
18 paragraph 15 of the Complaint.

19 16. Defendant denies the allegations contained in paragraph 16 of the
20 Complaint.

21 17. Defendant denies the allegations contained in paragraph 17 of the
22 Complaint.

23 18. Defendant denies the allegations contained in paragraph 18 of the
24 Complaint.

25 **STATEMENT OF FACTS**

26 19. Defendant denies the allegations contained in paragraph 19 of the
27 Complaint.

28 20. Defendant lacks sufficient information with which to admit or deny the

1 allegations contained in paragraph 20 of the Complaint, and on that ground, denies
2 each and every allegation contained in paragraph 20 of the Complaint.

3 21. Defendant lacks sufficient information with which to admit or deny the
4 allegations contained in paragraph 21 of the Complaint, and on that ground, denies
5 each and every allegation contained in paragraph 21 of the Complaint.

6 22. Defendant lacks sufficient information with which to admit or deny the
7 allegations contained in paragraph 22 of the Complaint, and on that ground, denies
8 each and every allegation contained in paragraph 22 of the Complaint.

9 23. Defendant lacks sufficient information with which to admit or deny the
10 allegations contained in paragraph 23 of the Complaint, and on that ground, denies
11 each and every allegation contained in paragraph 23 of the Complaint.

12 24. With regard to the allegations contained in paragraph 24 of the
13 Complaint, Defendant denies that Plaintiffs Caceres and Dunn were employed by
14 Defendant as General Managers. Defendant lacks sufficient information with which
15 to admit or deny the rest of the allegations contained in paragraph 24 of the
16 Complaint, and on that ground, denies each and every allegation contained in
17 paragraph 24 of the Complaint.

18 25. Defendant lacks sufficient information with which to admit or deny the
19 allegations contained in paragraph 25 of the Complaint, and on that ground, denies
20 each and every allegation contained in paragraph 25 of the Complaint.

21 26. With regard to the allegations contained in paragraph 26 of the
22 Complaint, Defendant denies that Plaintiff Cox was employed by Defendant as a
23 Beverage and Hospitality Manager. Defendant lacks sufficient information with
24 which to admit or deny the rest of the allegations contained in paragraph 26 of the
25 Complaint, and on that ground, denies each and every allegation contained in
26 paragraph 26 of the Complaint.

27 27. Defendant lacks sufficient information with which to admit or deny the
28 allegations contained in paragraph 27 of the Complaint, and on that ground, denies

1 each and every allegation contained in paragraph 27 of the Complaint.

2 28. With regard to the allegations contained in paragraph 28 of the
3 Complaint, Defendant denies that Plaintiffs Carroll, Novoa, and Lefferts were
4 employed by Defendant as Service Managers. Defendant lacks sufficient
5 information with which to admit or deny the rest of the allegations contained in
6 paragraph 28 of the Complaint, and on that ground, denies each and every allegation
7 contained in paragraph 28 of the Complaint.

8 29. Defendant lacks sufficient information with which to admit or deny the
9 allegations contained in paragraph 29 of the Complaint, and on that ground, denies
10 each and every allegation contained in paragraph 29 of the Complaint.

11 30. Defendant lacks sufficient information with which to admit or deny the
12 allegations contained in paragraph 30 of the Complaint, and on that ground, denies
13 each and every allegation contained in paragraph 30 of the Complaint.

14 31. With regard to the allegations contained in paragraph 31 of the
15 Complaint, Defendant denies that Plaintiff Strayer was employed by Defendant as a
16 Culinary Manager. Defendant lacks sufficient information with which to admit or
17 deny the rest of the allegations contained in paragraph 31 of the Complaint, and on
18 that ground, denies each and every allegation contained in paragraph 31 of the
19 Complaint.

20 32. Defendant lacks sufficient information with which to admit or deny the
21 allegations contained in paragraph 32 of the Complaint, and on that ground, denies
22 each and every allegation contained in paragraph 32 of the Complaint.

23 33. With regard to the allegations contained in paragraph 33 of the
24 Complaint, Defendant denies that it operated Red Lobster Restaurants in California.
25 Defendant lacks sufficient information with which to admit or deny the rest of the
26 allegations contained in paragraph 33 of the Complaint, and on that ground, denies
27 each and every allegation contained in paragraph 33 of the Complaint.
28

FIRST CLAIM OF RELIEF

(Unpaid Minimum Wages Pursuant to Labor Code Section 1194

and Wage Order 5-2001)

34. With regard to the allegations contained in paragraph 34 of the Complaint, Defendant admits that Plaintiffs reallege and incorporate by reference each and every allegation contained in Paragraphs 1 through 33, inclusive, of the Complaint. Except as specifically admitted, Defendant denies each and every allegation contained in or incorporated by paragraph 34 of the Complaint.

35. With regard to the allegation contained in paragraph 35 of the Complaint, Defendant admits that this action is brought pursuant to California Labor Code Section 1194. Except as specifically admitted, Defendant denies each and every allegation contained in paragraph 35 of the Complaint.

36. With regard to the allegation contained in paragraph 36 of the Complaint, Defendant admits that this action is brought pursuant to Section 4 of the Wage Order 5-2001. Except as specifically admitted, Defendant denies each and every allegation contained in paragraph 36 of the Complaint.

37. Defendant denies the allegations contained in paragraph 37 of the Complaint.

38. With regard to the allegations contained in paragraph 38 of the Complaint, Defendant admits that it did not compensate the proposed class members, on the ground that Defendant did not employ members of the putative class as defined in the Complaint. Defendant lacks sufficient information with which to admit or deny the rest of the allegations contained in paragraph 38 of the Complaint, and on that ground, denies each and every allegation contained in paragraph 38 of the Complaint.

39. With regard to the allegation contained in paragraph 39 of the Complaint, Defendant admits that this action is brought pursuant to Labor Code Section 1194.2. Except as specifically admitted, Defendant denies each and every allegation

1 contained in paragraph 39 of the Complaint.

2 40. Defendant denies the allegations contained in paragraph 40 of the
3 Complaint.

4 **SECOND CLAIM FOR RELIEF**

5 **(Unpaid Meal and Break Periods pursuant to Wage Order 5-2001,**
6 **and California Labor Code §226.7)**

7 41. With regard to the allegations contained in paragraph 41 of the
8 Complaint, Defendant admits that Plaintiffs reallege and incorporate by reference
9 each and every allegation contained in Paragraphs 1 through 33, and 35 through 40,
10 inclusive, of the Complaint. Except as specifically admitted, Defendant denies each
11 and every allegation contained in or incorporated by paragraph 41 of the Complaint.

12 42. With regard to the allegation contained in paragraph 42 of the
13 Complaint, Defendant admits that this action is brought pursuant to Section 11 of
14 Wage Order 5-2001. Except as specifically admitted, Defendant denies each and
15 every allegation contained in paragraph 42 of the Complaint

16 43. With regard to the allegation contained in paragraph 43 of the
17 Complaint, Defendant admits that this action is brought pursuant to Section 12 of
18 Wage Order 5-2001. Except as specifically admitted, Defendant denies each and
19 every allegation contained in paragraph 43 of the Complaint

20 44. With regard to the allegation contained in paragraph 44 of the
21 Complaint, Defendant admits that this action is brought pursuant to California *Labor*
22 *Code* Section 226.7. Except as specifically admitted, Defendant denies each and
23 every allegation contained in paragraph 44 of the Complaint

24 45. Defendant denies the allegations contained in paragraph 45 of the
25 Complaint.

26 46. Defendant denies the allegations contained in paragraph 46 of the
27 Complaint.

28 47. Defendant denies the allegations contained in paragraph 47 of the

1 Complaint.

2 **THIRD CLAIM OF RELIEF**

3 **(Violation of Labor Code §203 (§ 203 Subclass))**

4 48. With regard to the allegations contained in paragraph 48 of the
5 Complaint, Defendant admits that Plaintiffs reallege and incorporate by reference
6 each and every allegation contained in Paragraphs 1 through 33, 35 through 40, and
7 42 through 47, inclusive, of the Complaint. Except as specifically admitted,
8 Defendant denies each and every allegation contained in or incorporated by
9 paragraph 48 of the Complaint.

10 49. Defendant denies the allegations contained in paragraph 49 of the
11 Complaint.

12 50. Defendant denies the allegations contained in paragraph 50 of the
13 Complaint.

14 51. Defendant denies the allegations contained in paragraph 51 of the
15 Complaint.

16 **FOURTH CAUSE OF ACTION**

17 **(Unfair Business Practices. Business Professions Code, § 7000, et seq.)**

18 52. With regard to the allegations contained in paragraph 52 of the
19 Complaint, Defendant admits that Plaintiffs reallege and incorporate by reference
20 each and every allegation contained in Paragraphs 1 through 33, 35 through 40, 42
21 through 47, and 49 through 51, inclusive, of the Complaint. Except as specifically
22 admitted, Defendant denies each and every allegation contained in or incorporated
23 by paragraph 52 of the Complaint.

24 53. With regard to the allegations contained in paragraph 53 of the
25 Complaint, Defendant admits that this action is brought pursuant to The Unfair Trade
26 Practices Act. Except as specifically admitted, Defendant denies each and every
27 allegation contained in paragraph 53 of the Complaint.

28 54. With regard to the allegations contained in paragraph 54 of the

1 Complaint, Defendant admits that this action is brought pursuant to Business and
2 Professions Code § 17021, and Defendant admits that it is a corporation. Except as
3 specifically admitted, Defendant denies each and every allegation contained in
4 paragraph 54 of the Complaint.

5 55. Defendant denies the allegations contained in paragraph 55 of the
6 Complaint.

7 56. Defendant denies the allegations contained in paragraph 56 of the
8 Complaint.

9 57. Defendant denies the allegations contained in paragraph 57 of the
10 Complaint.

11 58. Defendant denies the allegations contained in paragraph 58 of the
12 Complaint.

13 59. Defendant denies the allegations contained in paragraph 59 of the
14 Complaint.

15 60. Defendant denies the allegations contained in paragraph 60 of the
16 Complaint.

17 61. Defendant denies the allegations contained in paragraph 61 of the
18 Complaint, including subparagraphs (a) – (c).

19 62. Defendant denies the allegations contained in paragraph 62 of the
20 Complaint.

21 63. Defendant denies the allegations contained in paragraph 63 of the
22 Complaint.

23 64. Defendant denies the allegations contained in paragraph 64 of the
24 Complaint.

25 65. With regard to the allegations contained in paragraph 65 of the
26 Complaint, Defendant admits that this action is brought pursuant to Business and
27 Professions Code §§ 17100 and 17200 *et seq.* Except as specifically admitted,
28 Defendant denies each and every allegation contained in paragraph 65 of the

1 Complaint.

2 66. With regard to the allegations contained in paragraph 66 of the
3 Complaint, Defendant admits that this action is brought pursuant to Business and
4 Professions Code § 17082. Except as specifically admitted, Defendant denies each
5 and every allegation contained in paragraph 66 of the Complaint.

6 67. With regard to the allegations contained in paragraph 67 of the
7 Complaint, Defendant admits that this action is brought pursuant to Business and
8 Professions Code §§ 17200 and 17203. Except as specifically admitted, Defendant
9 denies each and every allegation contained in paragraph 67 of the Complaint.

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AFFIRMATIVE DEFENSES

Additionally, Defendant asserts the following affirmative defenses as set forth below:

FIRST AFFIRMATIVE DEFENSE

1. As a first and separate defense, Defendant alleges that Defendant is not a proper party to this action.

SECOND AFFIRMATIVE DEFENSE

2. As a second and separate defense, Defendant alleges that the Complaint fails to state facts sufficient to constitute a claim for relief against Defendant.

THIRD AFFIRMATIVE DEFENSE

3. As a third and separate defense, Defendant alleges that Plaintiffs' recovery in this action is barred in whole or in part by their failure to exercise diligence to mitigate any damages allegedly incurred by them.

FOURTH AFFIRMATIVE DEFENSE

4. As a fourth and separate defense, Plaintiffs' recovery in this action is barred in whole or in part by the doctrine of waiver.

FIFTH AFFIRMATIVE DEFENSE

5. As a fifth and separate defense, Plaintiffs' recovery in this action is barred in whole or in part by the doctrine of estoppel.

SIXTH AFFIRMATIVE DEFENSE

6. As a sixth and separate defense, Plaintiffs' recovery in this action is barred in whole or in part by the doctrine of laches.

SEVENTH AFFIRMATIVE DEFENSE

7. As a seventh and separate defense, Plaintiffs' recovery in this action is barred in whole or in part by their own unclean hands.

EIGHTH AFFIRMATIVE DEFENSE

8. As an eighth and separate defense, Defendant alleges that it acted in good faith and had reasonable grounds for believing its actions did not violate the

1 law.

2 **NINTH AFFIRMATIVE DEFENSE**

3 9. As a ninth and separate defense, Plaintiffs are not entitled to any penalty
4 award under any section of the California Labor Code because at all relevant times,
5 Defendant did not willfully, knowingly, or intentionally fail to comply with the
6 compensation provisions of the California Labor Code but rather acted in good faith
7 and had reasonable grounds for believing that Defendant did not violate those
8 provisions.

9 **TENTH AFFIRMATIVE DEFENSE**

10 10. As a tenth and separate defense, Defendant contends that Plaintiffs'
11 claims for relief based upon Defendant's alleged failure to provide meal periods and
12 rest breaks fail because to the extent Defendant did not provide its employees the
13 legally required meal periods, rest breaks, or overtime compensation, said violations
14 were *de minimis*; and ignoring *de minimis* violations, Defendant provided Plaintiffs
15 with the legally required meal breaks, rest periods, and overtime compensation.

16 **ELEVENTH AFFIRMATIVE DEFENSE**

17 11. As an eleventh and separate defense, Defendant alleges that Plaintiffs
18 cannot satisfy the requirements for a class, group or collective action.

19 **TWELFTH AFFIRMATIVE DEFENSE**

20 12. As a twelfth and separate defense, Defendant alleges that Plaintiffs lack
21 standing to assert the claims set forth in the Complaint.

22 **THIRTEENTH AFFIRMATIVE DEFENSE**

23 13. As a thirteenth and separate defense, Defendants allege that they
24 provided meal and rest periods to Plaintiffs by not denying Plaintiffs the opportunity
25 to take legally required meal and rest periods while employed by Defendant.

26 **FOURTEENTH AFFIRMATIVE DEFENSE**

27 14. As a fourteenth and separate defense, Defendant alleges that Plaintiffs'
28 claims are barred because Plaintiff has failed to and cannot satisfy the maintenance

1 of a class action, including, and without limitation, ascertainability, predominance,
 2 typicality, adequacy (both as to the proposed representative and proposed class
 3 counsel), commonality, and superiority.

4 **FIFTEENTH AFFIRMATIVE DEFENSE**

5 15. As a fifteenth and separate defense, Defendant alleges that at all times
 6 relevant hereto, Defendant performed and discharged in good faith each and every
 7 obligation owed, if any, to Plaintiffs, acting without malice and with the good faith
 8 belief in the propriety of their conduct.

9 **SIXTEENTH AFFIRMATIVE DEFENSE**

10 16. As a sixteenth and separate defense, Defendant alleges that at all times
 11 relevant hereto, Defendant performed and discharged each and every obligation
 12 owed to Plaintiff, if any, except such obligations as Defendant was excused from
 13 performing as a result of Plaintiffs' conduct and failure to perform obligations.

14 **SEVENTEENTH AFFIRMATIVE DEFENSE**

15 17. As a seventeenth and separate defense, Defendant alleges that at all
 16 times relevant hereto, Plaintiffs have suffered no legally cognizable damages as a
 17 result of the matters alleged in the Complaint.

18 **EIGHTEENTH AFFIRMATIVE DEFENSE**

19 18. As an eighteenth and separate defense, Defendant alleges the
 20 Complaint, and each purported claim for relief therein, fails to allege facts sufficient
 21 to allow recovery of attorneys' fees from Defendant.

22 **NINETEENTH AFFIRMATIVE DEFENSE**

23 19. As a nineteenth and separate defense, Defendant alleges the Complaint,
 24 and each purported claim for relief therein, is barred in whole or in part by the
 25 doctrine of offset.

26 **TWENTIETH AFFIRMATIVE DEFENSE**

27 20. As a twentieth and separate defense, Defendant alleges that Plaintiffs'
 28 claims under Business and Professions Code Section 17200 are barred to the extent

1 that they are not members of the putative class.

2 **TWENTY-FIRST AFFIRMATIVE DEFENSE**

3 21. As a twenty-first and separate defense, Defendant alleges that Plaintiffs'
4 claims under Business and Professions Code Section 17200 are barred because the
5 manner in which Plaintiffs allege that said statute applies to Defendant's business
6 and practices constitutes a violation of Defendant's constitutional right to due
7 process.

8 **TWENTY-SECOND AFFIRMATIVE DEFENSE**

9 22. As a twenty-second and separate defense, Defendant currently has
10 insufficient information upon which to form a belief as to whether it may have
11 additional, as yet unstated, defenses. Defendant reserves the right to assert additional
12 defenses in the event discovery indicates additional defenses are appropriate.

13
14 WHEREFORE, Defendant prays for judgment as follows:

- 15 1. That Plaintiffs take nothing by their Complaint;
16 2. That judgment be entered against Plaintiffs and in favor of Defendant;
17 3. That Defendant be awarded its attorneys' fees incurred herein;
18 4. That Defendant be awarded its costs of suit herein; and
19 5. For such other and further relief as the Court deems just and proper.

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22 DATED: November 17, 2008

OGLETREE, DEAKINS, NASH, SMOAK
& STEWART, P.C.

23
24
25 By: 

Beth A. Gunn

26 Attorneys for Defendant
27 DARDEN RESTAURANTS, INC.
28

PROOF OF SERVICE BY UNITED STATES MAIL

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California; I am over the age of 18 years and not a party to this action. My business address is 633 West Fifth Street, 53rd Floor, Los Angeles, California 90071.

On November 17, 2008, I served the following document(s) described as:

DEFENDANT'S ANSWER TO FIRST AMENDED COMPLAINT

on the persons below as follows:

Garry M. Tetelman
The Law Office of Garry M. Tetelman
15 W. Camarillo Street, Suite 218
Santa Barbara, California 93101

Lauren J. Udden
The Law Office of Lauren J. Udden
15 W. Camarillo Street, Suite 209
Santa Barbara, California 93101

I enclosed the documents in a sealed envelope or package addressed to the persons at the addresses as indicated above and:

☐ deposited the sealed envelope or package with the United States Postal Service, with the postage fully prepaid.

☒ placed the envelope or package for collection and mailing, following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United State Postal Service, in a sealed envelope or package with postage fully prepaid.

I am employed in the county where the mailing occurred. The envelope or package was placed in the mail at Los Angeles, California.

☐ (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

☒ (Federal) I declare that I am employed in the office of a member of the Bar of this Court at whose direction the service was made. I declare under penalty of perjury under the laws of the United States of America that the above is true and correct.

Executed on November 17, 2008, at Los Angeles, California.

Vertice Williams

